



PURCHASE CONTRACT

This purchase contract ("**Contract**") was concluded pursuant to section 2079 *et seq.* of the act no. 89/2012 Coll., Civil Code ("**Civil Code**"), on the day, month and year stated below by and between:

(1) **Institute of Physics of the Czech Academy of Sciences, public research institution**

with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21

registration no.: 68378271

represented by: RNDr. Michael Prouza, PhD. – director

("Buyer"); and

(2) **NEYCO SA**

with its registered office at: 30, avenue de la Paix, 92170 Vanves, France

registration no.: 542 032 255 000 60 RCS

represented by: Olivier Costa

("Supplier")

(The Buyer and the Supplier are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".)

WHEREAS

- (A) The Buyer is a public contracting authority and operator of the ELI-Beamlines facility that is financed from the projects within the Operational Program Research, Development and Education.
- (B) For the successful realization of the above mentioned projects, it is necessary to purchase the Objects of Purchase as defined below.
- (C) The Supplier's bid for the public procurement entitled "**L4 10PW Laser Beam Distribution Vacuum Bellows TP22_006**", whose purpose was to procure the Objects of Purchase ("Public Procurement"), was selected by the Buyer as the most suitable.



IT WAS AGREED AS FOLLOWS:

1. BASIC PROVISIONS

- 1.1 Under this Contract the Supplier shall supply to the Buyer 5 pieces of the bellows as these are described in Annex 1 (Technical Specification) to this Contract, in the quality described therein ("**Objects of Purchase**"), and shall transfer to the Buyer ownership right to the Objects of Purchase, and the Buyer shall take over the Objects of Purchase and shall pay the Supplier the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.
- 1.2 If for the fulfillment of the requirements of the Buyer under this Contract or for the proper operation of the Objects of Purchase are necessary other deliveries and activities not mentioned in this Contract, the Supplier shall procure such deliveries or shall carry out such activities at its own expense without any effect on the Purchase Price.

2. THE PLACE OF DELIVERY

The place of delivery is: Fyzikální ústav AVČR, v.v.i / ELI-Beamlines, Za Radnicí 836, 252 41 Dolní Břežany, Czech Republic.

3. THE TIME OF DELIVERY

- 3.1 The Supplier shall deliver the Objects of Purchase within 6 months from the signature of this Contract.
- 3.2 At the request of the Supplier, the fulfillment date will be extended by the time for which the Supplier is unable to fulfill this Contract in time due to circumstances that occurred independently of its will and which are difficult to predict (e.g. measures in connection with the covid-19 pandemic). In the application, the Supplier shall state the facts and provide documents (evidence) that are important for the assessment of whether the conditions for the extension are met, unless they are generally known facts or publicly available information.

4. THE OWNERSHIP RIGHT

The ownership right to the Objects of Purchase shall pass to the Buyer upon signature of the Acceptance Protocol (as defined below) by both Parties.

5. PRICE AND PAYMENT TERMS

- 5.1 The total purchase price for the Objects of Purchase ("**Purchase Price**") without value added tax ("**VAT**") and unit prices for Objects of Purchase are stated in Annex 2 (Prices). VAT will be paid in accordance with the applicable legal regulations.



- 5.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Supplier related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover of the Objects of Purchase and execution of related activities, costs (where applicable) of insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.3 The Purchase Price for the Objects of Purchase shall be paid on the basis of a tax document – invoice, to the account of the Supplier specified in the invoice. The Supplier is entitled to issue the invoice after signature of the Acceptance Protocol. Copy of the Acceptance Protocol must be attached to the invoice.
- 5.4 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt. If the Supplier stipulates any shorter due period of the invoiced amount in an invoice such different due period shall not be deemed relevant and the due period stipulated herein prevails. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer's account on behalf of the Supplier's account.
- 5.5 The invoice issued by the Supplier as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Supplier in accordance with this Contract shall contain in particular following information:
- a) name and registered office of the Buyer,
 - b) tax identification number of the Buyer,
 - c) name and registered office of the Supplier,
 - d) tax identification number of the Supplier,
 - e) registration number of the tax document,
 - f) scope of the performance (including the reference to this Contract),
 - g) the date of the issue of the tax document,
 - h) the date of the fulfilment of the Contract,
 - i) purchase Price,
 - j) registration number of this Contract, which the Buyer shall communicate to the Supplier based on Supplier's request before the issuance of the invoice,
 - k) a declaration that the invoiced performance is provided for the purposes of the "Advanced Research Using High Intensity Laser Produced Photons and Particles" project, reg. No. CZ.02.1.01/0.0/0.0/16_019/0000789 or any other project in accordance with instructions provided by the Buyer in advance:
- and must comply with the double tax avoidance agreements, if applicable.
- 5.6 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Supplier during its maturity period and this shall not be



considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

5.7 The Buyer prefers electronic invoicing on the following email address: efaktury@fzu.cz.

6. SUPPLIER'S DUTIES

6.1 The Supplier shall ensure that the Objects of Purchase are in compliance with this Contract including all its annexes.

6.2 If the technical conditions stipulated in Annex 1 (Technical Specification) are set by the reference to standards or technical documents pursuant to Section 90 (1) or (2) of the Act no. 134/2016 Coll., on the Public Procurement, the Supplier is entitled to offer an equivalent solution only if it mentions this fact in its bid and if it also proves that the proposed solution satisfies in an equivalent manner the requirements defined by the technical conditions. Otherwise, the Supplier is required to offer the solution that meets the technical conditions (i.e. standards and technical documents) set by the Buyer.

6.3 During performance of this Contract the Supplier proceeds independently. If the Supplier receives instructions from the Buyer, the Supplier shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Supplier finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Supplier must notify the Buyer.

7. HANDOVER OF THE OBJECTS OF PURCHASE

7.1 Handover and takeover of the Objects of Purchase shall be realized on the basis of an acceptance protocol ("**Acceptance Protocol**").

7.2 If any the Objects of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of the defective Object of Purchase. In such a case the Supplier shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer will accept longer period than stated in case the Supplier will prove, that he is unable to remedy the deficiencies within the 10 working days limit. The Buyer is entitled (but not obliged) to take over the Object(s) of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer from the proper operation of the Objects of Purchase. In such case, the Buyer shall list the deficiencies in the Acceptance Protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the Acceptance Protocol regarding the date of the removal, the Supplier shall remove the deficiencies within ten (10) working days.

8. WARRANTY

8.1 The Supplier shall provide a warranty of quality of the Objects of Purchase for the period of 24 months. If on the warranty list or other document is the warranty period of longer



duration, then this longer warranty period shall have priority over the period stated in this Contract.

- 8.2 The warranty period shall begin on the day of the signature of the Acceptance Protocol by both Parties. If the Acceptance Protocol lists any deficiencies, the warranty period shall begin on the day of the removal of the last deficiency.
- 8.3 The Supplier shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.
- 8.4 If the Buyer ascertains a defect of any of the Objects of Purchase during the warranty period, the Buyer shall notify the Supplier such defect without undue delay. Defects may be notified on the last day of warranty period, at the latest.
- 8.5 The Buyer notifies defects in writing via e-mail. The Supplier shall accept notifications of defects on the following e-mail address: olivier.costa@neyco.fr. The Supplier shall confirm within 2 working days the receipt of the notification.
- 8.6 In the notification, the Buyer shall describe the defect and the manner of removal of the defect. The Buyer has the right to:
 - a) ask for the removal of the defect by the delivery of a new Object of Purchase or its individual part(s), or
 - b) ask for the removal of the defect by repair, or
 - c) ask for the adequate reduction of the Purchase Price, if the repair cannot be fulfilled by the Supplier.

The choice among the above mentioned rights belongs to the Buyer. However, the Buyer is not entitled to request the delivery of a new Object of Purchase or its part(s) in case of removable defects unless the same defect occurs repeatedly. The Buyer is also entitled to withdraw from this Contract, if by delivering the Object of Purchase with defects this Contract is substantially breached.

- 8.7 The Supplier shall remove the defect within 30 calendar days from its notification, unless Parties agree otherwise – the Buyer will accept longer period than stated in case the Supplier will prove that he is unable to remove the defect in 30 calendar days limit.
- 8.8 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect and its removal if the Buyer was prevented from using the Object of Purchase due to the defect removal.
- 8.9 In case that the Supplier does not remove the defect within stipulated time or if the Supplier refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Supplier shall reimburse these costs (to the usual market value) within 10 days after the Buyer's request to do so.



- 8.10 The warranty does not cover defects caused by unprofessional manipulation or by failure to follow Supplier's instructions for the operation and maintenance of the Objects of Purchase.

9. PENALTIES

- 9.1 If the Supplier is in delay with the removal of a defect of any of the Objects of Purchase, the Supplier shall pay to the Buyer a contractual penalty in the amount of 0.02% from the price of the individual Object of Purchase (excl. VAT) for each (even commenced) day of delay.
- 9.2 The Supplier shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages even to the extent to which such damages exceeds the contractual penalty.
- 9.3 Total amount of contractual penalties for delays with defect removals shall not exceed 10 % of the Purchase Price (excl. VAT).
- 9.4 The Buyer is entitled to unilaterally set off (even yet undue) claims arising from the contractual penalties against the claim of the Supplier for the payment of the Purchase Price.

10. RIGHT OF WITHDRAWAL

- 10.1 The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:
- d) the Supplier is in delay with the delivery of any of the Objects of Purchase by more than three (3) weeks
 - e) the Objects of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Specification*)
 - f) the insolvency proceeding is initiated against the Supplier; or
 - g) the Buyer ascertains that the Supplier provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract.

11. ECOLOGICAL, SOCIAL AND INNOVATIVE ASPECTS OF THIS CONTRACT

The Buyer aims to conclude contracts with suppliers that take into account and implement the principles of social responsibility, ecological sustainability and innovation. Therefore, the Supplier shall ensure that:

- a) this Contract shall be fulfilled only by persons that are employed in accordance with the applicable legal regulations (no illegal or child workers);



b) while performing this Contract, all applicable health and safety regulations and rules at work place are observed;

c) all persons performing this Contract are employed under fair and non-discriminatory working conditions;

d) if presented with different manners of fulfilling this Contract, the Supplier shall select the solution/process that is in accordance with the principles governing nature conservation and nature protection, ecological sustainability and ecological waste management; and

e) if presented with different manners of fulfilling this Contract, the Supplier shall select the solution/process that is the most innovative.

12. FINAL PROVISIONS

12.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.

12.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.

12.3 The Supplier is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Supplier is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Supplier is not entitled to transfer rights and duties from this Contract or its part on third parties.

12.4 All modifications and supplements of this Contract must be in writing.

12.5 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.

12.6 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.

12.7 Integral parts of this Contract are Annex 1 (Technical Specification) and Annex 2 (Prices). In case of any discrepancy between the provisions of this Contract and the provisions of Annex 1 (Technical Specification) the provisions of this Contract shall prevail.

12.8 This Contract shall be valid on the date of the signature of both Parties and effective on the day of its publication in the register of contracts according to the respective legal regulation (Act no. 340/2015 Coll., on the Register of Contracts).



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

IN WITNESS WHEREOF attach Parties their signatures:

Buyer

Signature: _____

Name: RNDr. Michael Prouza, PhD.

Position: Director

Date:

Supplier

Signature: _____

Name: Olivier Costa

Position: Managing director

Date:



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



ANNEX 1
TECHNICAL SPECIFICATION
(REQUIREMENTS SPECIFICATION DOCUMENT FOR THE PUBLIC PROCUREMENT)

| | | | |
|------------------------------|---|-------------------------|------------|
| Confidentiality Level | <i>BL - Restricted for internal use</i> | TC ID / Revision | 00327439/C |
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[RSD product category A]

L4 10PW Laser Beam Distribution Vacuum Bellows

TP22_006



Keywords

-

| | Position | Name |
|---------------------------|---|--|
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| RSS TC ID/revision | RSS - Date of Creation | RSS - Date of Last Modification | Systems Engineer |
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| | | | |
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| Name (Approver) | Position | Date | Signature |
| Bedřich Rus | Head of Department of Laser Systems | 22.2.2022 | Via TC |

| <i>Revision History / Change Log</i> | | | | |
|--------------------------------------|-------------------|------------|-------------------------------------|---------|
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1. Introduction

1.1. Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on a product related to the RA1 program of the ELI-Beamlines project. This can lead to the identification of product interfaces with the ELI-Beamlines science-based technology and ELI-Beamlines building facility. This RSD also acts as the parent document for the technical requirements that are addressed in lower level design documents (see Section 1.4).

1.2. Scope of Work

This RSD contains all of the technical requirements: functional and manufacturing design, manufacture, cleaning, packaging and transportation, as well as safety and quality, requirements for the following product (tender number: TP22_006): **L4 10PW Laser Beam Distribution Vacuum Bellows** (“Bellows” in further text, where appropriate).

The Bellows are integral parts of the system of vacuum infrastructure of the L4 10PW laser beam distribution, serving to interconnect the node chambers and the large vacuum tubing segments. The Bellows will be installed, as a permanent part of the L4 10PW laser beam distribution vacuum infrastructure, in the E3 and L4c laser halls of the ELI-Beamlines laser building.

The bellows are **products Category A**. Category A is an Off-the-shelf Product without the necessity of modifications and the necessity to be subjected to a verification programme (review of design, inspection and testing) for the ELI Beamlines applications by the actual project specifications. All verification activities performed by the Supplier shall be executed in accordance with the Supplier’s plan of outgoing inspection and tests. The Internal Acceptance Procedure of the product Category A shall be established and applied before the product implementation at the ELI Beamlines.

The Bellows are registered in the PBS database under the following PBS codes (corresponding to individual vacuum node chambers of the L4 10PW laser beam distribution): SE.BDS.BT.L4BT.L4F.S3.B.

The scope of work includes manufacture and delivery to ELI-Beamlines of 5 pieces of the DN1000 hydroformed bellows. A schematic layout of the bellows unit is shown in Figure 1.



Figure 1: The required vacuum DN1000 ISO-F hydroformed bellows block, with customized end flanges. The bellows is equipped with 4 spacer bars with the indicated arrangement. Delivery of 5 pieces of the bellows is required within the supply of this contract.

1.3. Terms, Definitions and Abbreviations

For the purpose of this document, the following abbreviated terms are applied:

| Abbreviation | Meaning |
|--------------|--|
| CA | Contracting Authority (Institute of Physics CAS) |
| DN | Diameter Nominal |
| E2, E5 | Identification code of hall in ELI-Beamlines |
| ELI | Extreme Light Infrastructure |
| L x W x H | Length x Width x Height |
| RA1 | Research Activity 1 |
| RD | Reference Document |
| RSD | Requirements Specification Document |

1.4. Reference Documents

| Number of document | Title of Document/ File |
|--------------------|--------------------------------------|
| RD-01 | L4 DN1000 Vacuum Hydroformed Bellows |

Detailed list of drawings included within **RD-01** archive:

| Drawing No | Drawing Title | Sheets | Filename | File format |
|------------|-------------------|--------|---------------------------------|-------------|
| 00327491/A | DN1000 bellows | 1 | Bellows DN 1000 9.2.2022.pdf | PDF |
| 00327492/A | DN1000 bellows 3D | 1 | Bellows DN 1000 9.2.2022.stp | STP |

1.5. References to standards

If this document or RD-01 include references to standards or standardized / standardizing technical documents, the CA allows/permits also another equivalent solution to be offered.

2. Functional, Performance and Design requirements

2.1. General requirements

REQ-033684/A

The Supplier shall provide 5 pieces of the Bellows in accordance with drawing No 00327491/A (see **RD-01**, Section 1.4).

REQ-033685/A

The material of the hydroformed bellows convolutions shall be stainless steel class 1.4404, or equivalent, or class 1.4541 (equivalent to ČSN 17248, equivalent to AISI 321), or equivalent.

REQ-033686/A

The inside and outside clear diameter of the hydroformed bellows convolutions shall be at least 1000 mm, and not exceeding 1080 mm, respectively.

REQ-033687/A

The bellows section structure shall involve 10 to 12 hydroformed bellows convolutions.

REQ-033688/A

The working, compressed and extended length of the bellows module including end pieces shall be 600 mm, 575 mm or less, and 625 mm or more, respectively.

REQ-033689/A

The axial stroke of the bellows module shall be at least +/-25 mm.

REQ-033690/A

The lateral stroke of the bellows module shall be at least +/-5 mm.

REQ-033691/A

The angular stroke of the bellows module shall be at least +/-0.5°.

REQ-033692/A

The bellows shall be capable of performing 1 000 or more working cycles (axial movements).

REQ-033693/A

The working vacuum (inside the bellows) shall be 10^{-6} mbar or lower. The outside pressure will be 1 bar (atmospheric pressure).

REQ-033694/A

The bellows shall have the leak rate 1×10^{-9} mbar·l/s or lower.

REQ-033695/A

The spring force to axially compress the bellows shall not exceed 350 N/mm.

REQ-033696/A

The nominal operating temperature of the bellows shall be $21^\circ \pm 1^\circ$ C.

REQ-033697/A

The material for the end pieces shall be stainless steel class 1.4307 (equivalent to ČSN 17249, equivalent to AISI 304L), or equivalent, or class 1.4404 (equivalent to ČSN 17349, equivalent to AISI 316 L), or equivalent.

REQ-033698/A

The end flanges shall be of type DN 1000 ISO-F, according to ISO standard 1609 (Ref. No ISO 1609-1986 rev. 2014), or equivalent, customized according to the reference drawings **RD-01** (see Section 1.4).

REQ-033699/A

The end flanges shall have oblong holes +/-1° to relieve constraints on precision of mutual alignment of the opposite pieces during assembling.

REQ-033700/A

All sealing surfaces for the O-ring shall have the roughness of Ra 0.4 or better, with no damage.

REQ-033701/A

Good manufacturing practices for stainless steel machining and welding shall be followed in the manufacture of the Bellows.

3. Delivery Requirements

REQ-033702/A

The transportation to the final destination of all the bellows shall be conducted by the Supplier.

REQ-033703/A

The bellows shall be cleaned and packaged in compliance with the cleanliness of class 8 or better according to ČSN EN ISO 14644 (or equivalent, e.g. EN ISO 14644). The bellows assemblies shall be delivered in a protective package preventing damage and contamination and in a minimum of two plies separate clean packaging.

4. Safety Requirements

REQ-033704/A

The Supplier shall supply a Declaration of Conformity for each product type if the appropriate legislation determines the Supplier's obligation to have a Declaration of Conformity for the purposes of a Device sale in the Czech Republic. In such a case the Declaration of Conformity shall comply with:

- Act No. 90/2016 Coll., as amended
- Act No. 22/1997 Coll., as amended
- The equivalent legal regulation of another EU member state so that the conditions for the sale of the product in the Czech Republic are met, and/or
- the relevant EU/EC regulation

NOTE: The compliance with these obligations will be demonstrated by the (EU) Declaration of conformity, other relevant documents and the CE marking if required by the relevant regulations. If a delivered product is not required to assess conformity according to specific legislation, the supplier declares, in written form, by concluding the contract that the product complies with the general safety requirement of EU Directive 2001/95/EC on general product safety and that the Supplier duly complies their obligations under this Regulation.

5. Quality Requirements

5.1. General Quality Requirements

REQ-033705/A

The Supplier shall provide Instructions for use (Product User Manual) as part of the delivered Product. The Manual shall include the instructions and descriptions regarding the following procedures:

- transport, handling, storage, installation and cleaning;
- safe operation and maintenance procedures.

NOTE: The manual can be supplied in hardcopy or PDF formats.

REQ-033706/A

The Supplier shall provide full technical documentation related to the delivered Product.

REQ-033707/A

The Supplier shall provide information on outgoing check of the Product. At least this information shall comprise a report about the execution of outgoing check and fulfilment of the technical requirements defined by the product RSD, and completeness of the product.

NOTE: Alternatively the Supplier might provide the CA with the information detailed enough to prove meeting all requirements stipulated herein (e.g.: catalogue/technical datasheets, product manuals or other similar documentation).

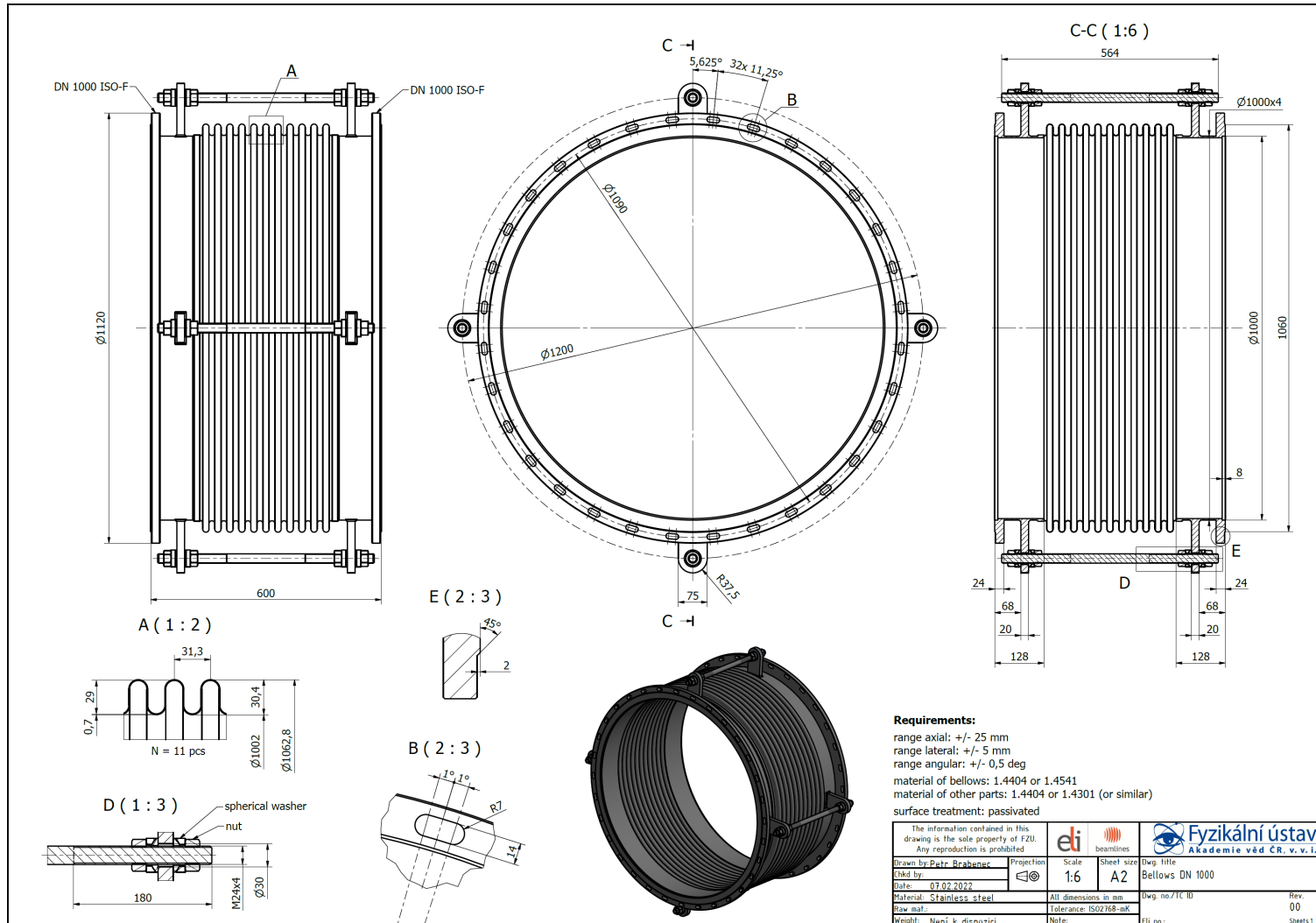
REQ-033708/A

The Supplier shall establish and maintain a nonconformity control system compatible with ČSN EN ISO 9001 (or equivalent, e.g. EN ISO 9001).

6. ANNEX - Overview of drawings package

The overview of the drawings package related to the L4 10PW laser beam distribution vacuum bellows and included within the **RD-01** archive (see Section 1.4) are shown in Section 6.1 below.

6.1. L4 10PW hydroformed bellows (Drawing No 00327492 Rev. 01)





ANNEX 2

PRICES

| Price Table (fill in the yellow boxes) | Currency € (EURO) | |
|--|-----------------------|-----------------|
| Items | Unit price (exl. VAT) | Price for 5 pcs |
| Hydroformed bellows DN1000 | 14 700,00 | 73 500,00 |
| Please fill the currency in red box - € (for EURO) or CZK (for Czech Crowns). The bid can only be submitted in one currency and only these two currencies are allowed. | Total Bid Price: | 73 500,00 |